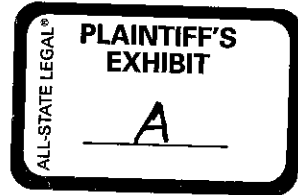


COMPUTEREASE DEALER AGREEMENT



Date: December 31, 2004

Parties: ComputerEase Software, Inc. ("CE")
3016 Harrison Ave.
Cincinnati, Ohio 45211

Hemisphere Corporation
2815 East 3300 South
Salt Lake City, Utah 84098

Background: ComputerEase is the developer of certain software and related products and services for the construction industry. The software placed on CDs is referred to as the "Product" in this agreement. Whereas the Dealer desires to obtain the right to license and support the product to End User customers, ComputerEase desires to appoint Dealer an exclusive territory to sell and license such products if certain contractual requirements spelled out in this agreement are met.

Definitions:

"CONTRACT PERIOD" means automatic termination on December 31, 2005. This agreement will automatically renew on January 1 of the following year for each consecutive year under the same conditions unless either Dealer or CE notifies the other in writing, by no later than November 30 of that year, that this Agreement is terminated. In the event the Agreement is terminated by ComputerEase, CE shall offer a new Contract, subject to revisions as the discretion of CE, to any dealer who has complied with the terms of the agreement to be terminated.

"END USER" means a person or company who enters into a license to use the product strictly for that person's commercial internal purposes.

"TERRITORY" means the geographical territory assigned by Master Distributor and ComputerEase along with any customers within or outside of the geographical assigned territory for which Dealer is currently listed as the "Dealer of Record."

"DEALER OF RECORD" means the dealer that is currently listed as "owner" of end user with ComputerEase's corporate office. The dealer of record is the dealer that originally sold the end user, purchased the end user or was otherwise assigned the end user.

"MASTER DISTRIBUTOR", ("MD") means the second tier of distribution established by ComputerEase.

"COMPUTEREASE", ("CE") means the developer of product. The distribution channel is Developer (ComputerEase) to Master Distributor to dealer.

"CUSTOMER" means Dealer's End User(s).

A handwritten signature in dark ink, appearing to be "JP" or similar initials.

Dealer Appointment. CE and MD hereby appoint Dealer and Dealer hereby accepts its appointment as an authorized, Exclusive Dealer in the Territory for the sale and support of CE products. Dealer represents to CE that it has the capability of and shall be responsible for the marketing, sales, and/or support of the Product. Dealer's rights under this agreement may not be transferred to any third party without the express written consent of CE. Dealer shall not act as the legal representative or agent of CE or MD. The dealer is not granted any right or authority to assume or create any obligation or responsibility express or implied on behalf of or in the name of CE or MD or bind CE or MD in any manner. In this regard, it is expressly agreed that no agency, joint venture, partnership or any other employment relationship is created by this agreement. Dealer is and in all aspects shall be a wholly Independent Contractor.

Duties of Dealer. The Dealer shall use its best efforts to market, sell and support products in the assigned territory and maintain competent, effective and efficient product support, installation and services to End Users. "Best efforts" as used in the foregoing sentence shall mean that for each major metropolitan area assigned to Dealer, Dealer shall conduct a minimum of four direct mail mass mailings and two telemarketing efforts to all eligible prospects per year; provided however, that if Dealer is on quota, then the mass mailing and telemarketing requirements are optional. All maintenance, support, update or service agreements shall be for a period of twelve months. Dealer is to undertake all procedures and covenants and comply with all terms and conditions contained in this agreement; provide CE via the MD with a copy of each End User License Agreement with End User Customers at the time the Dealer submits an order to MD; deliver, install and maintain all products licensed or sold by Dealer in accordance with CE's warranties, service agreements and instructions issued from time to time by CE; provide CE and MD with a valid sales tax resale certificate and collect and pay to the appropriate taxing authorities all sales and other taxes. Dealer must be available upon request to serve at one trade show per year. Proper notice will be given when Dealer's services are needed so that arrangements may be made.

Exclusive Dealer License. Dealer is hereby granted an exclusive license to market, sell and support the CE product in MD and CE assigned territory so long as Dealer is not in violation of any provisions under "Termination". The Exclusive Dealer License gives the Dealer the right to secure the execution of End User License Agreement by End User Customers and for no other purpose. The product may not be used to process work of another party. The grant of license set forth herein above shall not be transferable without written permission from CE. Such permission will not be withheld for reasonable requests, but in no case will permission be given for transfer of licenses to competitive software manufacturers, dealers, or affiliated parties. The products provided pursuant to this license may not be copied or modified in any way.

Quota. Quota for Accounting systems is defined by calculating the number of prospects found in the Marketplace D&B list with sales over \$1.5 million. This number is then multiplied by 1% to derive the annual quota. Quota for additional products (see "Dealer Rights") is defined by calculating 20% of the Dealer's customer base that does not currently own the additional product. Annual quota is calculated on a rolling 5-quarter basis. Territorial quota is based on individual metropolitan as well as state territories. (SEE ADDENDUM FOR ASSIGNED QUOTAS.) Each "add-on" sale will count as 1/8 of a quota unit. Therefore, eight add-on sales will count as one sale towards the Accounting system quota. Project Management does not count toward the 1/8 of quota unit provision. Because of previous contract, quota for Hemisphere is different than other dealers. Hemisphere must be in the top 50% of quota compared to all other dealers. For example, if ComputerEase has 3 dealers, 1 dealer is at 50% of quota, 1 at 75% of quota and 1 at 100% of quota, Hemisphere must maintain at least 75% of quota. This applies to Project Management as well.

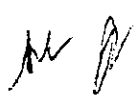
Exclusive Territory. CE and MD agree to provide Dealer with an exclusive territory once Dealer acquires fifty End User Customers within an initial two-year period. No other dealer, agent or associate of CE or MD will be permitted to sell ComputerEase products and/or services to End User Customers within the exclusive territory except as outlined below in "Customer Protection." CE and MD further agree not to sell direct in the Dealer's exclusive territory. However, upon the occurrence of any of the events listed under "Termination", CE and/or MD automatically become entitled to market and sell within the Dealer's geographical territory. In lieu of termination, ComputerEase reserves the right to restructure and reassign those territories that did not meet quota in the previous year. In these cases, new addendums will be provided to those Dealers affected by the change. (SEE ADDENDUM FOR ASSIGNED TERRITORY)

Customer Protection. Whereas the Dealer has spent a great deal of time, effort and money to secure customers, it is the express purpose of this clause that those customers are protected and the rights to market ComputerEase products and services to such customers remain with the Dealer for the period of time that this Agreement, and any subsequent Dealer Agreement remains in effect. A protected customer is one that was sold ComputerEase products/services by the Dealer, purchased by the Dealer or assigned to the Dealer pursuant to its Exclusive Territory. Protected customers also include customers to whom Dealer sold Maxwell prior to this contract. For CIT, MIS and Paragon only, protected customers also include new Maxwell customers to whom they sell MMS (see "Competitive Products"). In some instances, Dealer's customers may reside outside of its exclusive geographical territory because of territory restructuring or the purchase or assignment of the customer from another Dealer. In these instances, such customers are also protected under this clause as they are considered a part of Dealer's exclusive territory. For a Dealers' customers to be protected under this provision, the Dealer must be an authorized ComputerEase Dealer bound by a Dealer Agreement with ComputerEase.

Dealer Rights. CE and MD agree that Dealer's customers and licensees of the product are and shall remain Dealer's customers once Dealer acquires fifty customers, and CE, MD and all other Dealers agree to refrain from actively marketing or selling training, maintenance contracts, add-ons, support contracts and additional licenses to such End Users of product, and prospects within the exclusive territory of Dealer, except with permission of the Dealer of record. However, CE reserves the right to sell updates to those customers of any Dealer if a current maintenance agreement has not been in force for a period of one hundred twenty (120) days, unless Hemisphere provides CE with a complete list of all customers and their status on a monthly basis. Hemisphere must show continuing effort to keep people on maintenance.

ComputerEase has developed, and will continue to develop, software products in addition to its Accounting software. These products include, but are not limited to, Project Management software. Each dealer will be assigned a quota for all ComputerEase products currently being marketed for sale by ComputerEase. With the exception of the Accounting product, ComputerEase reserves the right to market any and all other products within the Dealer's Exclusive Territory should that Dealer not be on quota with that particular ComputerEase product. (SEE ADDENDUM FOR ASSIGNED QUOTAS)

Customer Disputes. ComputerEase shall select 5 Dealers in good standing to serve on the Dealer Committee. These Dealers shall serve on a continuing basis, to be replaced at the sole discretion of ComputerEase. Whereas from time to time a customer wishes to be supported by and/or receive updates from another dealer or feels support is not adequate from their dealer, the ComputerEase Dealer Committee will resolve these issues timely and fairly. A vote of 60% (3 out of 5) will prevail. The Dealer that previously supported the customer has no rights for payment or reimbursement unless determined otherwise by the Dealer Committee. The committee will have written guidelines to handle such disputes.

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Competitive Products. Under no circumstances may Dealer convert its ComputerEase customers to a competitive product. Dealer may not represent a competing construction accounting product. Such competitive products include, but are not limited to, Timberline, Maxwell, American Contractor, Masterbuilder and Foundations. The prohibiting of representing a competitive product does not apply to the following ComputerEase Dealers in regards to Maxwell Management Suite (MMS) only: Paragon, MIS and CIT, who are grandfathered in from past history. Paragon, MIS or CIT will immediately terminate their exemption in the case that they are found to have sold MMS to a lead that was generated through ComputerEase marketing or sold MMS to an existing ComputerEase customer (irregardless of who is listed as the "Dealer of Record" for that customer). At that time, they will forfeit their right to carry a competing product and must immediately cease selling MMS or will be terminated under the provisions of "Termination" in this contract.


Dealer Prices and Terms. Dealer's Software cost to ComputerEase is 32% of the sale price for all software sold above, below or at MSRP, with a minimum cost to the dealer of 1,000.00. MSRP shall be set by ComputerEase, and adjusted as necessary. It is understood that Hemisphere will receive a 5% discount (off the invoice amount) on orders paid within 15 days of receipt of invoice for new sales orders only. This 5% discount applies only to sales in dealer's direct territory and does not include direct sales in AZ, NM, CA or any other area of dealer's master distributorship. Other than this provision, dealer will remit payment of 32% of sale price for all sales within dealer's direct territory or master distributorship. Commission for sales in dealer's master distributorship will be paid to dealer on the 10th of each month along with all other commissions.

Dealer's Maintenance cost is 50% of the maintenance price with a minimum maintenance cost of \$350. When support and maintenance are combined on the quote, support will be deducted from the maintenance/support price at the rate of \$100 per hour (number of hours included in the amount must be clearly shown on all quotes) with a maximum of six (6) hours and unlimited support will be deducted at the maximum amount (\$600). 50% of the remaining balance will then be Dealer's maintenance cost. The maximum number of training hours allowed on the original sale is sixteen (16). Dealer must notify ComputerEase if there is to be any increase in the maintenance amount for renewal contracts. ComputerEase reserves the right to audit Dealer's maintenance renewal contracts at any time to ensure that the original maintenance price is being upheld if ComputerEase was not notified of an increase.

The Dealer cost for all add-on sales will be 32% of MSRP with an additional 7% of MSRP for one year's maintenance. The full year's maintenance amount will be due at the time of the add-on sale (no pro-rating of maintenance will be permitted).

ComputerEase reserves the right to change Dealer's terms to 32% of MSRP (software cost) and 7% of MSRP (maintenance cost) at anytime with 30 days written notice.

Terms are payment with order; optional terms may be available on an individual basis. In the event that Dealer becomes past due on payment, CE reserves the right to impose a reasonable late fee charge. If past due receivables become a persistent problem, CE reserves the right to impose the terms of COD for Dealer. Dealer's marketing performance will be reviewed by the respective MD (or CE in those cases where MD and Dealer are same party) on a quarterly basis. Shipment is FOB Cincinnati. In no event shall CE or MD assume any liability in connection with shipment including damages or penalty due to delays in shipping or notification thereof.

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Dealer's Warranty. Any installation or support assistance required to be provided by Dealer to End User customer must be performed in a prompt and workman-like manner. Whenever possible, Dealer will be notified of a Customer problem and Dealer will remedy any such defect, within their control to correct, within a reasonable period of time. If Dealer fails or is unable to do so, CE or MD shall have the right, but not the obligation, to remedy such defect at Dealer's expense. In those cases where a solution cannot be worked out with a customer and the Dealer, the Dealer Committee will decide the resolution of the customer (see "Customer Disputes").

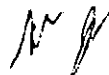
Confidentiality. All documentation and information, including, without limitations, so called "look and feel" aspects, design and presentation, trade secrets, customer lists, source code, techniques, processes, contracts and technical and marketing information which is supplied by CE and MD in connection with this agreement is hereby deemed to be proprietary to CE and MD and shall be held in trust and confidence for and on behalf of CE and MD by the Dealer and its employees. Further, except as specifically authorized herein, Dealer shall not either directly or indirectly divulge, disclose or communicate to any person, firm or corporation, in any manner whatsoever, any information relating to or constituting part of the product and related materials or information relating to Dealer price lists, manner of operation, plans, processes, applications or other data. Either directly or indirectly, Dealer will not print, copy or otherwise reproduce (except as necessary for backup purposes), in whole or in part, any of the foregoing products including promotional and marketing materials. In no case will Dealer provide any third party, including sub-contractors, a copy of the software without the express, written permission from ComputerEase.

Remedy. Dealer acknowledges that it understands the tangible and intangible property interests represented by software and warrants that the covenants given by this Agreement are no more restrictive than Dealer would insist upon were it in the position of CE or MD. Dealer agrees in the event of any breach, CE and MD shall be entitled to injunctive or other remedies of law, including recovery of damages and reasonable attorney's fees. Dealer agrees that any suit brought to enforce this Agreement shall be brought in Cincinnati, Ohio. Dealer agrees to jurisdiction and venue in Cincinnati, Ohio.

Warranties. CE warrants the product will perform according to product documentation at the time CE receives End Users Customers Order. In the event that an End User shall discover any defect in the product within 90 days from the date order is received by CE, the End User will provide written notice of such defect to the Dealer and CE shall have the option of curing the defect within a reasonable time from its receipt of such notice at no cost to End User and shall issue a written update or revision regarding such correction. CE's sole liability is to correct the defect. Dealer shall be solely responsible for implementing this correction. The foregoing remedies shall be deemed to constitute Dealer's sole and exclusive remedies in the event of a defect in the product.

THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Dealer agrees that liability of CE and MD for damages under this Agreement is limited to, and shall not exceed the license fee paid by the Dealer. Dealer further agrees that CE and MD will not be liable in any case for consequential damages, such as loss of profits or delay damages, or for any claim or demand asserted against Dealer by any party. CE and MD shall not be obligated to provide any warranty or maintenance services pursuant to this section for any product in which Dealer or an unauthorized third party has made or caused to be made any change in the program including ODBC import/export programs external to the ComputerEase accounting package.

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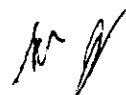
LIMITATION OF LIABILITY TO THE MAXIMUM EXTENT ALLOWED BY LAW, IN NO EVENT SHALL CE OR MD BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, LOSS OF DATA, OR ANY OTHER PECUNIARY LOSS) ARISING OUT OF THE USE OF OR INABILITY TO USE THE PRODUCT OR THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT SERVICES AND UPDATES, EVEN IF CE AND MD HAVE BEEN NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGES, IN ANY EVENT CE AND MD MAY NOT BE HELD RESPONSIBLE FOR MORE THAN THE PRICE PAID BY DEALER, AND ONLY PROVIDED HOWEVER IF THE END USER IS COVERED BY MAINTENANCE CONTRACT FROM DEALER.

DEALER FURTHER AGREES TO INDEMNIFY AND HOLD HARMLESS CE AND MD FOR ANY LOSS, DAMAGE, CLAIM, INJURY OR EXPENSE ASSERTED AGAINST CE OR MD BY REASON OF ANY CLAIM FROM END USER ARISING OUT OF DEALER'S MARKETING, LICENSING OR DISTRIBUTION OF PRODUCT, FROM ANY CLAIM ARISING FROM DEALER'S BREACH OF THIS AGREEMENT, FROM ANY CLAIM ARISING FROM DEALER'S REPRESENTATIONS OF PRODUCT NOT CONSISTENT WITH CE AND MD DOCUMENTATION AND WRITTEN POLICIES, FROM ANY CLAIM ARISING FROM DEALER'S FAILURE TO SECURE AN END USER LICENSE AGREEMENT OR MODIFICATION OF END USER LICENSE AGREEMENT. IN CONNECTION WITH THIS INDEMNIFICATION, DEALER AGREES TO PAY CE AND MD'S ATTORNEY'S FEES INCURRED IN CONNECTION WITH THE DEFENSE OF ANY DISPUTES WITH DEALER'S END USER RELATED TO ITEMS IN THIS PARAGRAPH.

Termination. In the event the Agreement is terminated by ComputerEase consistent with the provisions as outlined under "Contract Period," CE shall offer a new contract, subject to revisions at the discretion of CE, to any Dealer who has complied with the terms of the agreement to be terminated. ComputerEase reserves the right to immediately terminate this contract at any time and not offer a subsequent agreement based upon the occurrence of either or both of the following:

- A. Competitive Products.** Dealer takes on a competing construction accounting product as outlined in the "Competitive Products" section of this Agreement.
- B. Business Conduct.** Dealer fails to conduct business in a professional or reasonable manner that is conducive to normal business practices. Dealer fails to provide proper support to their customer base and/or customer complaints against Dealer's support staff or business practices become excessive when compared to other dealers. Termination may be enforced if ComputerEase has received requests to switch dealerships from 10% of the Dealers End Users within a twelve (12) month period, or has received twelve (12) such customer requests within the same time period, irrespective of the percentage of customer base. The dealer committee will have final say if these complaints are legitimate or not (see "Customer Disputes"). Dealer will not be held responsible for complaints against the software product itself, only for complaints against Dealer's support and customer services.

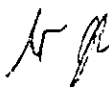
In this event that the Agreement is terminated by ComputerEase, consistent with the provisions as outlined above, or by Dealer, and a subsequent Agreement is not executed by the parties within thirty (30) days to govern the rights and responsibilities of the parties as to ComputerEase products, services and/or customers, the parties hereby agree to the following:



1. **Required Sale of Customer Base.** Dealer must sell all CE customers within one hundred-eighty (180) days of the date of termination. CE must approve the buyer of Dealer's customers. If Dealer is unable to sell the customers within 180-days, they will be auctioned to the current dealer base and sold to the highest bidder.
2. **Loss of Exclusive Territory.** Dealer shall immediately lose all rights to market ComputerEase products and/or services within the Exclusive Territory, and such rights may be assigned or sold to another Dealer, at the discretion of ComputerEase.
3. **Dealer Obligations.** Termination of this Agreement shall not effect or relieve Dealer from Dealer's obligations created prior to termination, including, but not limited to Dealer's obligation to pay any monies owed to CE and or MD and be held responsible for installation of new sales and support for the Dealer's End Users until new resources to support the Dealer's End Users may be found. In the event CE or MD has to take over support of Dealer's End User for any reason as a result of termination, Dealer shall apportion all prepaid amounts paid by Dealer's End User and shall promptly refund to End User that amount allocable to any unexpired period of maintenance and support.
4. **Return of Materials.** Dealer shall return all materials at no cost to CE including product, product backup, documentation and sales material. Materials related to the on going support of the Dealers' customers are excluded.
5. **Software support.** CE and MD shall terminate the distribution of updates, enhancements, modifications or any other support services to Dealer beyond the 180 day period outlined in "Required Sale of Customer Base."

Loss of Exclusive Geographical Territory without Required Sale of Customer Base. If any of the following circumstances occur, Dealer shall immediately lose all rights to market ComputerEase products and/or services within the geographical Exclusive Territory, and such rights may be assigned or sold to another Dealer, at the discretion of ComputerEase.

- A. **Insolvency or Inability to Pay Outstanding Invoices.** Dealer commences any judicial proceedings pertaining to insolvency, bankruptcy, etc. or Dealer is unable to pay his debts as they come due. The dealer is required to pay all non-maintenance invoices within 30 days. All maintenance invoices are to be paid within 30 days of Dealer's receipt of payment from customer. In no case may dealer withhold maintenance monies paid to them without payment of CE's share. CE has the right to sell Dealer's customers or demand rights to those customers as collateral up to the point where all monies owed currently or into the future are covered or paid. The Dealer's geographical territory may also be reassigned without notice due to Dealer being unable to pay his debts as they come due.
- B. **Quota.** If Quota is not met, as that term is previously defined herein.
- C. **Acts and Omissions.** Dealer commits any acts or omissions in regard to Dealer's duties and obligations under this Agreement such that same, in the sole opinion of CE or MD, is harmful and injurious to CE or MD.

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Irregardless of the loss of geographical Exclusive Territory protection as outlined in this Agreement, and so long as Dealer and ComputerEase remain bound by this or a subsequent Agreement governing the rights to such End Users, Dealer shall retain the exclusive right to provide support service and sell add-on products, additional products and updates to those End Users under contract with the dealer at the time the geographical Exclusive Territory protection is terminated and CE and MD shall have the obligation to distribute updates, enhancements, modifications and any other support services to Dealer to allow Dealer the necessary tools to support Dealer's End Users under contract at the time the geographical Exclusive Territory is removed. Dealer shall remain obligated to continue providing all support and customer service obligations as outlined in this Agreement.

Notice. All notices or other communications from one party to the other shall be in writing and shall be deemed adequately delivered when sent by certified mail.

No waiver. No failure or delay of CE or MD in exercising any right or power given to it under this Agreement shall operate as a waiver thereof.

Construction. Should any provision of this Agreement require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agent prepared the same.

Assignment. Dealer may not assign the Agreement or any interest therein without the prior written consent of CE and MD. Any attempted sublicense, assignment or transfer of the rights, duties or obligations under this contract shall be invalid.


Amendment. Except as specifically authorized herein, no term or provision of this Agreement may be amended, waived, supplemented, modified or terminated except by an instrument in writing signed by the parties.

Entire Agreement. This Agreement contains the entire understanding between the parties. This Agreement supersedes any other oral or written Dealer Agreement entered into between CE or MD and Dealer. In addition, this Agreement supersedes any and all agreements made between Dealers themselves in regards to CE End Users.

Binding effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, executors, administrators, successors, assigns, licensees and any corporate successors, without limitation.

Survival. Any obligations and duties that, by their nature, extend beyond the expiration or termination of this Agreement shall survive any expiration or termination and remain in effect.

Governing law. This Agreement shall be construed and enforced in accordance with the laws of the State of Ohio. Dealer agrees that the state and/or federal court in Hamilton County, Ohio shall have the sole and exclusive jurisdiction and venue with respect to any proceedings arising out of or relating to this Agreement.

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IN WITNESS THEREOF, each of the undersigned has carefully read this Agreement, understands it, agrees to be bound by the terms and conditions herein contained.

DEALERSHIP: Hemisphere
BY Scott Lyon
TITLE pres DATE 12/31/04

COMPUTEREASE SOFTWARE, INC.

BY [Signature]
TITLE PRESIDENT DATE 4-29-05

B, [Signature]



From: John Schutte
Sent: Monday, December 05, 2005 9:43 AM
To: 'Scott Lyon'
Subject: RE: ComputerEase Dealer Plan

Scott:

I confirmed with Bob & John on Friday that they do need you to get on the same dealer plan as everyone else. That's what my call Friday was about.

John Schutte

ComputerEase

Phone: 513/481-5800 x116

Fax: 513/481-6324

Email: johns@mycomputerease.com

Web: www.construction-software.com